

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D. C. BAR
** ALSO A MEMBER OF OHIO BAR

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N. W.
WASHINGTON, D. C.
20006-2973

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

November 2, 1984

NOV 2 1984 - 11 05 AM

4-307A031

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Mr. ~~INTERSTATE COMMERCE COMMISSION~~ Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

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INTERSTATE COMMERCE COMMISSION

Fee \$ 20.00

ICC Washington, D.C.

Dear Mr. Bayne:

Enclosed herewith for recordation pursuant to the provisions of 49 U.S.C. §11303 are 1) a Chattel Mortgage dated as of October 31, 1984, a "primary document" as defined in 49 C.F.R. §1177.1(a) and 2) a Chattel Mortgage Assignment dated October 31, 1984, a "secondary document" as defined in 49 C.F.R. §1177.1(b).

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed documents are:

Mortgagor: Carl C. Icahn
Longmeadow Road
Bedford, New York

Mortgagee/
Assignor: ACF Industries, Incorporated
750 Third Avenue
New York, New York 10017

Assignee: National Westminster Bank USA,
as Agent
175 Water Street
New York, New York 10038

Also enclosed is a check in the amount of \$20 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

NOV 2 10 51 AM '84
THE
ICC
WASHINGTON, D.C.

CT. Kandler
Alvord


Mr. James H. Bayne
Secretary
Interstate Commerce Commission
November 2, 1984
Page Two

Kindly return stamped copies of the enclosed documents not needed for your official files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary and secondary documents to be included in the Commission's Index is:

Chattel Mortgage dated as of October 31, 1984 between Carl C. Icahn, Mortgagor, and ACF Industries, Incorporated, Mortgagee; and Chattel Mortgage Assignment dated October 31, 1984 from ACF Industries, Incorporated, Assignor, to National Westminster Bank USA, as Trustee, Assignee covering railcars as described therein.

Very truly yours,


Charles T. Kappler

SCHEDULE A

RAIL CARS

<u>Car No.</u>	<u>Type</u>
ACFX 36960-36985	CF 5701
ACFX 38337	CF 5701
ACFX 37851-37950	CF 5251
ACFX 38348-38358	CF 5701

Interstate Commerce Commission
Washington, D.C. 20423

11/2/84

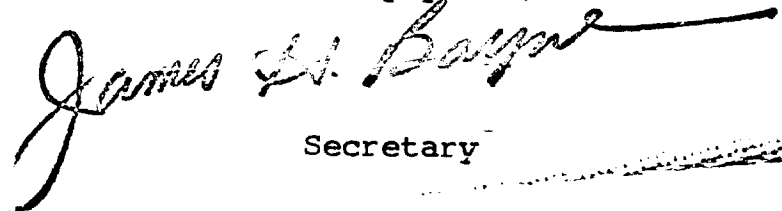
OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.
Alvord & Alvord
918 16th Street, N.W.
Washington, D.C. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/2/84 at 11:05am and assigned re-recording number(s). 14467 & 14467-A

Sincerely yours,


Secretary

Enclosure(s)

14467
RECORDATION NO. Filed 1425

NOV 2 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
CHATTEL MORTGAGE

THIS INDENTURE, dated as of October 31, 1984, by and between CARL C. ICAHN, an individual residing at Longmeadow Road, Bedford, New York (hereinafter called "Mortgagor") and ACF INDUSTRIES, INCORPORATED, a New Jersey corporation having its chief place of business at 750 Third Avenue, New York, New York 10017 (hereinafter called "Mortgagee"),

W I T N E S S E T H:

31.
WHEREAS, pursuant to the terms of a Purchase Agreement dated October 26, 1984 (the "Purchase Agreement") Mortgagor has purchased from Mortgagee the railroad rolling stock described in Schedule A (such railroad rolling stock and such other railroad rolling stock as may be hereinafter subjected to the lien of this mortgage as hereinafter provided, called the "Equipment") for an aggregate purchase price of \$7,416,311 payable by delivery of \$1,112,446.65 in cash and a note in the principal amount of \$6,303,864.35 (such note and such other notes as may be hereafter executed and delivered by Mortgagor for the purchase of Equipment under the Purchase Agreement, called the "Note"); and

WHEREAS, Mortgagor has agreed in the Purchase Agreement to execute and deliver this Mortgage to secure Mortgagor's obligations under the Purchase Agreement, the Note and hereunder;

NOW, THEREFORE, for the purpose of securing the repayment of the Note, with interest as provided in the Note, the payment of all other monies secured hereby, and the performance of the covenants and other obligations in the Purchase Agreement and hereunder:

First: Mortgagor does hereby grant, bargain, sell, convey and mortgage unto Mortgagee all of his right, title and interest to the units of Equipment particularly described in said Schedule A, and all other Equipment hereafter subjected to the lien of this Mortgage as hereinafter provided, together with all attachments, accessories, accessions and additions now or hereafter attached to or placed upon the Equipment, and any replacements thereof;

To Have and to Hold the Equipment unto Mortgagee forever; provided, however, that if Mortgagor shall perform or cause to be performed and carried out each of Mortgagor's

warranties and covenants contained herein or in the Purchase Agreement and particularly shall pay or cause to be paid to Mortgagee for the redemption of the Equipment the principal amount of the Note together with all interest thereon, according to the terms and provisions of this Mortgage and of the Note, or according to the terms of any modification hereof or thereof, and if (after the occurrence of any Event of Default, as such term is defined in Article 8 hereof) this Mortgage or the Note shall be placed with an attorney for collection of the aforesaid debt, or any part thereof, then an additional sum equal to the reasonable fees of said attorney, or, if the amount of said attorney's fees is in violation of any statute or rule of law, then as large an amount, if any, as shall by law be permitted, then this Mortgage shall be void; otherwise, to remain in full force and effect except as otherwise stated herein; and provided, further, that until the occurrence of any Event of Default, as such term is defined in Article 8 hereof, Mortgagee shall not interfere with Mortgagor's possession of the Equipment and use and enjoyment of the same in accordance with the provisions of this Mortgage, but in case of the happening of any such Event of Default, Mortgagee, its successors and assigns, shall then have all the rights and remedies provided by law in such cases, including therein, but not by way of limitation thereon, those rights and remedies set forth in this Mortgage, the Purchase Agreement and in the Note, and

SECOND: Mortgagor covenants, represents and warrants as follows:

Article 1. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Mortgage shall have the respective meanings hereinafter specified:

"Affiliate" of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such corporation. For the purposes of this definition, "control" (including "controlled by" and "under common control with"), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

"Cost", when used with respect to Equipment shall mean so-called "car builder's cost" including direct cost of

labor and material and overhead, but excluding the overhead of Mortgagee's or any of its Affiliate's corporate headquarters and any manufacturing profit.

"Equipment" shall have the meaning specified in the first recital hereof.

"Event of Default" shall have the meaning specified in Article 8 hereof.

"Leases" shall mean the Car Service Contracts and Master Car Service Contracts providing for the leasing of units of the Equipment at the respective rentals and upon the other terms and conditions therein provided.

"Lessees" shall mean various industrial shippers and others who are lessees under the Leases.

"Management Agreement" shall have the meaning specified in Article 5 hereof.

"Mortgagee" and "Mortgagor" shall have the meaning set forth in the first paragraph of this Mortgage.

"Mortgagor's Certificate" shall mean a certificate signed by the Mortgagor or Mortgagor's Representative. Each such certificate shall include the statements provided for in Article 5 hereof.

"Mortgagor's Representative" shall mean a person authorized to act as such in a written statement executed by Mortgagor and delivered to Mortgagee.

"Note" shall have the meaning specified in the first recital hereof.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who shall be satisfactory to Mortgagee and who may be an employee of or of counsel to Mortgagor. The acceptance of Mortgagee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to Mortgagee.

"Purchase Agreement" shall have the meaning specified in the first recital hereof.

"Request" shall mean a written request by Mortgagor for the action therein specified, delivered to Mortgagee,

dated not more than ten days prior to the date of delivery to Mortgagee.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Mortgage as a whole and not to any particular Article, paragraph or subdivision hereof.

Article 2. Payment. Mortgagor shall pay the principal amount of the Note, together with all interest thereon, according to the terms and provisions of this Mortgage, the Purchase Agreement and of the Note, or according to the terms of any modification hereof or thereof, when and as the same shall become due and payable.

Article 3. Release of Equipment from Mortgage. Upon Request, Mortgagee shall, at any time and from time to time, release from the lien of this Mortgage any or all of the Equipment, so that such Equipment may be financed on a long-term basis pursuant to one or more transactions involving conditional sale agreements, equipment trusts or chattel mortgages. The Mortgagee shall release Equipment from the lien of this Mortgage under this Article 3 only (i) so long as no Event of Default shall have occurred and be continuing and (ii) upon the Mortgagor's prepayment of a portion of the then outstanding principal balance of the Note in proportion to the amount that the fair market value of the Equipment to be released from the lien of this Mortgage bears to the fair market value of all of the Equipment then covered by the lien of this Mortgage.

Article 4. Marking of Equipment. The Equipment may be lettered, "ACF Industries, Incorporated", "Shippers Car Line", "ACFX", "SHPX", or in some other appropriate manner for convenience of identification or may be lettered in such other manner as may be appropriate for convenience of identification of the leasehold interests therein of any of the Lessees under any of the Leases; but, except as provided above, Mortgagor, during the continuance of this Mortgage, will not allow the name of any person to be placed on any of the Equipment as a designation which might be interpreted as a claim of ownership thereof by any person other than Mortgagor, or as an indication of any lien or other encumbrance thereon other than the lien of this Mortgage in favor of Mortgagee. Mortgagor shall not change, or permit to be changed, the identifying numbers (as set forth on Schedule A hereto or in any supplement hereto) of any of the Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance

with a statement of new numbers to be substituted therefor which previously shall have been filed with Mortgagee by Mortgagor and also filed and recorded in like manner as this Mortgage.

Article 5. Maintenance of Equipment. Mortgagor agrees that the Equipment will be maintained in good order and proper repair, unless and until it becomes worn out, unsuitable for use, lost or destroyed. In furtherance thereof, Mortgagor has entered into a management agreement dated October 31, 1984 with Mortgagee (the "Management Agreement").

Mortgagor covenants and agrees to furnish to Mortgagee, whenever required by Mortgagee, and at least once, on or before January 1, in every calendar year commencing with the year 1985 and thereafter throughout the term hereof, (a) a Mortgagor's Certificate, dated as of the preceding September 30, stating (1) the amount, description and numbers of all Equipment that may have become worn out, or that may have become unsuitable for use or lost or destroyed by accident or otherwise, or have been requisitioned, taken over or nationalized, in any such case since the date of the last preceding statement (or the date of this Mortgage in the case of the first statement), and (2) that in the case of all the Equipment repainted or repaired since the date of the last preceding statement (or the date of this Mortgage in the case of the first statement) the lettering or marks required by Article 4 hereof, if any, have been preserved, or that such Equipment when repainted or repaired has been again lettered or remarked as required thereby. Mortgagee, by its agents, shall have the right once in each calendar year to inspect the Equipment at the then existing locations thereof.

Mortgagor further covenants and agrees to furnish to Mortgagee, whenever required by Mortgagee, a Mortgagor's Certificate stating, as to each of the Leases then in effect, the name and address of the Lessee thereunder, the identifying number of each unit of the Equipment subject thereto, and the expiration date thereof, and also stating the identifying number of each unit of the Equipment not then subject to any of the Leases.

Article 6. Possession of Equipment. Except as provided in this Article 6, Mortgagor will not assign or transfer his rights hereunder, or sell, assign, lease, transfer or otherwise dispose of, or subject to, or permit to become subject to, any mortgage, lien, pledge, charge, security interest or other encumbrance (other than the leasehold interests of the Lessees under the Leases as here-

inbelow in this Article 6 provided) the Equipment or any part thereof, without the written consent of Mortgagee first had and obtained; and Mortgagor shall not, without such written consent, except as hereinbelow in this Article 6 provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Equipment. The appointment of a receiver or receivers in equity or a trustee or trustees in bankruptcy for Mortgagor or for his property shall not be deemed an unauthorized assignment if, prior to any action by Mortgagee to exercise the remedies herein provided, such receiver or receivers or trustee or trustees shall be discharged or such receiver or receivers or trustee or trustees shall, pursuant to court order or decree, in writing duly assume and agree to pay or perform each and all of the obligations and covenants of Mortgagor hereunder and under the Purchase Agreement and the Note, in such manner that such obligations shall have the same status as obligations incurred by such receiver or receivers or trustee or trustees.

So long as no Event of Default (as such term is defined in Article 8 hereof) shall have occurred, Mortgagee shall not interfere with Mortgagor's possession and use of the Equipment in accordance with the terms hereof, and Mortgagor may also lease or contract all or any part of the Equipment, but only upon and subject to all the terms and conditions of this Mortgage, and to all rights of Mortgagee hereunder.

Any of the Leases may provide that the Lessee thereunder, so long as it shall not be in default under such Lease, shall be entitled (subject to the rights of Mortgagee) to the possession of the Equipment included in such Lease and the use thereof, and, subject to the provisions of Article 4 hereof, may provide for lettering or marking upon such Equipment for convenience of identification of the leasehold interest of such Lessee therein. Every such Lease shall contain provisions which have the effect of subjecting the rights of the Lessee under such Lease to the rights of Mortgagee in respect of such Equipment, including, without limitation, such rights in the event of the happening of an Event of Default.

Article 7. (a) Compliance With Laws and Rules.
During the term of this Mortgage, Mortgagor will comply, and will cause each of the Lessees to comply, in all respects, with all laws of the jurisdictions in which operations involving the Equipment may extend, with the interchange rules

of the Association of American Railroads and with all rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect the operation or use of the Equipment; and in the event that such laws or rules require the alteration of the Equipment, Mortgagor will, or will cause each of the Lessees to, conform therewith, at its or their expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Mortgagor or any Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Mortgagee, adversely affect the rights of Mortgagee hereunder.

(b) Taxes. Mortgagor will pay or cause to be paid, or otherwise satisfy and discharge, any and all taxes and any and all sums claimed by any party by, through or under Mortgagor or his successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, but shall not be required to pay or discharge any such tax or other claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of Mortgagee, adversely affect the lien or rights of Mortgagee hereunder.

Article 8. Defaults and Certain Remedies. In the event that any one or more of the following events of default (hereinafter called "Events of Default") shall occur and be continuing, to wit:

(a) Any event of default as defined or specified in the Purchase Agreement; or

(b) Mortgagor shall make or suffer any unauthorized assignment or transfer of any unit of the Equipment or of the right to possession of any thereof; or

(c) The Equipment, or any unit thereof, shall be attached, distrained or otherwise levied upon and such attachment, distraint or levy shall not be vacated within 10 days; or

(d) Any representation made by Mortgagor herein or in the Purchase Agreement or in any certificate or other instrument delivered under or pursuant to any provision here-

of or thereof shall prove to have been false or incorrect in any material respect on the date as of which made; then or at any time after the occurrence of such an Event of Default the entire unpaid balance of the indebtedness secured by this Mortgage shall, at the election of Mortgagee, become and be immediately due and payable upon written notice by Mortgagee to Mortgagor; and this Mortgage may, at Mortgagee's option (notice of the exercise of which option is hereby expressly waived) be foreclosed by action or in any other manner provided by law; and Mortgagee is further authorized to enter any premises of Mortgagor or other place where the Equipment or any unit thereof may be, and take possession of the Equipment or any unit thereof, and remove the same without notice or demand and with or without legal procedure (said notice and demand, and also any right or action for trespass or damages being hereby waived) and sell the same for cash or on credit at public or private sale and with or without advertisement, applying the moneys arising from such sale first, toward the payment of the expenses of such sale and of the taking of possession of said Equipment, and second, toward the payment of all unpaid indebtedness secured hereby, together with interest thereon at the rate or rates specified in the Note, and any other sums secured hereby, paying the surplus, if any, to Mortgagor. If for any cause, the proceeds of said Equipment fail to satisfy such indebtedness, interest, sums and expenses, Mortgagor covenants and agrees to pay the deficiency together with interest thereon until paid at the rate per annum set forth in the Note. Any sale hereunder may be held or conducted at such time or times and at such place or places as Mortgagee may fix, in one lot and as an entirety, or separate lots, and without the necessity of taking possession of the Equipment or any part thereof or of gathering at the place of sale the property to be sold, and in general in such manner as Mortgagee may determine; provided that Mortgagor shall be given notice of such sale by telegram or registered mail not less than 10 days prior thereto. No purchaser at any such sale shall be under any obligation to see to the application of the proceeds of sale or to inquire into the authority of Mortgagee or its agent or other substitute to make such sale. At any sale made as aforesaid, Mortgagee, its successors and assigns, may fairly and in good faith purchase the Equipment or any part of either thereof, and in payment of the purchase price Mortgagee shall be entitled to have credited on account thereof all sums due to Mortgagee from Mortgagor on the indebtedness secured hereby. In the event Mortgagee shall take possession of the Equipment or any part thereof, as hereinabove provided, it shall have the right to take possession of any and

all other property in or upon or attached to the Equipment. If Mortgagor shall fail to remove such other property within five (5) days after such taking, Mortgagee may place such other property in storage for the account of and at the expense of Mortgagor.

The foregoing is subject to all mandatory provisions of applicable law; the invalidity of any remedy in any jurisdiction shall not invalidate such remedy in any other jurisdiction, and the invalidity and unenforceability of any of the remedies herein provided shall not in any way affect the right to enforcement in such jurisdiction or elsewhere of any of the other remedies herein provided.

Article 9. Demand for Possession of the Equipment by Mortgagee. In case Mortgagee shall, after an event of Default, demand possession of the Equipment or any unit thereof in pursuance of this Mortgage and shall designate a point or points (which may, but need not, be upon premises occupied by Mortgagor) for delivery of the Equipment or any unit thereof to Mortgagee, Mortgagor will at its own expense forthwith cause the Equipment or any such unit thereof to be moved to such point and there delivered to Mortgagee; and, at the option of Mortgagee, Mortgagee may keep the Equipment or any unit thereof on any lines of railroad or premises approved by it, at the expense of Mortgagor, until Mortgagee shall have disposed of the same. The provisions of this Article 9 are of the essence of this Mortgage and, upon application to any court of equity having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor requiring specific performance hereof, and Mortgagor will pay to Mortgagee upon demand all expenses, including reasonable attorney's fees, in connection with obtaining such decree and all such expenses, with interest thereon at the rate per annum set forth in the Note, shall, until paid, constitute a further lien on the Equipment.

Article 10. Enforcement of Remedies, etc. Mortgagee shall have the right to exercise or enforce one or more rights, powers or remedies hereunder, successively or concurrently, and such action shall not prevent Mortgagee from exercising or pursuing any further right, power or remedy which it may have hereunder or by virtue of any statute or rule of law; and no repossession or retaking or sale of the Equipment or any part thereof, nor the foreclosure of this Mortgage, pursuant to the terms thereof or as provided by law, shall release Mortgagor until full payment has been made to Mortgagee, in cash, of all amounts secured hereby. To the

extent it lawfully may, Mortgagor hereby waives the right to remove any legal action from the court originally acquiring jurisdiction. In the event Mortgagor shall fail or refuse to deliver the Equipment to Mortgagee or its assigns promptly after Mortgagee shall have made demand therefor, at a time following the occurrence of an Event of Default, Mortgagor shall be obligated to pay to Mortgagee or its assigns forthwith, a sum equal to the sum of all Mortgagee's costs and expenses in the locating and taking possession of the Equipment. Payment of such sum shall be secured by this Mortgage the same as if originally included in the indebtedness secured hereby.

Article 11. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Mortgagee shall impair or affect Mortgagee's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence granted to Mortgagor shall not otherwise alter or affect Mortgagee's rights or Mortgagor's obligations hereunder. Mortgagee's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Mortgagor's obligations or Mortgagee's rights hereunder with respect to any subsequent payments or any prior or subsequent default hereunder.

Article 12. Recording. Mortgagor will join with Mortgagee and cause this Mortgage and any assignments hereof, and any supplements hereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and Mortgagor will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by Mortgagee for the purpose of proper protection, to the satisfaction of counsel for Mortgagee, of its lien on the Equipment and its rights under this Mortgage or for the purpose of carrying out the intention of this Mortgage. The expense of recording as aforesaid shall be divided equally between Mortgagor and Mortgagee.

Promptly after the execution and delivery of this Mortgage and each supplement hereto, Mortgagor will furnish to Mortgagee, upon request of Mortgagee, an Opinion of Counsel stating that, in the opinion of such counsel, this Mortgage or such supplement, as the case may be, has been properly recorded and filed in compliance with the preceding paragraph of this Article 12 and reciting the details of such

action. Mortgagor shall furnish to Mortgagee, upon the request of Mortgagee, not later than January 1 in each year, commencing with the year 1985, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing and registering and rerecording, refiling and reregistering of this Mortgage and each supplement hereto as is necessary to comply with the preceding paragraph of this Article 12 and reciting the detail for such action or (ii) no such action is necessary for such purpose. In rendering any such opinion, such counsel may conclusively rely upon a Mortgagor's Certificate as to the location of the Equipment.

Article 13. Required Statements. Each certificate or opinion provided for in this Mortgage and delivered to Mortgagee with respect to compliance with a condition or covenant provided for in this Mortgage or the Purchase Agreement shall include (a) a statement that the person making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

Article 14. Applicable State Law. This Mortgage shall be construed in accordance with the laws of the State of New York and the rights and remedies of the parties hereunder shall be determined in accordance with such law, except to the extent that the law of some other jurisdiction within the United States of America may be mandatorily applicable to proceedings taken for the enforcement of the rights of Mortgagee; provided, however, that any remedies herein provided which are valid under the laws of jurisdictions where proceedings for the enforcement hereof are taken shall not be affected by an invalidity thereof under the laws of New York. Any provision of this Mortgage prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. An executed copy of this instrument has been delivered to and received by Mortgagor.

Article 15. Release. Upon payment by Mortgagor to Mortgagee of the whole amount of all sums secured hereby and

the performance by Mortgagor of all other covenants, conditions and warranties on its part hereunder and under the Purchase Agreement, Mortgagee shall execute such instruments and take such other action as may be reasonably requested by Mortgagor in order to discharge this Mortgage of record.

Article 16. Binding on Successors and Assigns.

All terms, conditions and covenants herein contained shall be binding upon and inure to the benefit of the successors and assigns of Mortgagee, and shall be binding upon the successors and assigns of Mortgagor.

Article 17. Counterparts.

This Mortgage may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day, month and year first above written.

By


Carl C. Icahn, Mortgagor

ACF INDUSTRIES, INCORPORATED,
Mortgagee

[CORPORATE SEAL]

By


(Title)

RE: CHATTEL MORTGAGE
FALL 1984
10-31-84

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 31st day of October, 1984, before me personally appeared Carl C. Fenn, to me personally known, who being by me duly sworn, acknowledged that the execution of the foregoing instrument was his free act and deed.

Edward G. Turan
Notary Public EDWARD TURAN
My Commission expires Notary Public, State of New York
 No. 214604613
 Qualified in New York County
 Commission Expires March 30, 1985

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 31st day of October, 1984, before me personally appeared JAMES J. UNGER, to me personally known, who being by me duly sworn, did depose and say that he is SENIOR VICE PRESIDENT of ACF INDUSTRIES, INCORPORATED, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert C. Bickford
Notary Public
My Commission expires March 30, 1985

ROBERT C. BICKFORD
NOTARY PUBLIC, State of New York
No. 4616432
Qualified in New York County
Commission Expires March 30, 1985

SCHEDULE A
RAILROAD ROLLING STOCK

<u>Car No.</u>	<u>Type</u>
ACFX 36960-36985	CF 5701
ACFX 38337	CF 5701
ACFX 37851-37950	CF 5251
ACFX 38348-38358	CF 5701